

## Injunctions - Labor Disputes - Wisconsin Labor Code

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donee's agent or they are actually given to the donee. *Wells v. Collins*, 74 Wis. 341, 43 N.W. 160 (1889). Death of the donor before delivery by the agent prevents the gift from being completed. *Trubey v. Pease*, 240 Ill. 513, 88 N.E. 1005 (1909). None of the cases illustrates an effective gift where the donor retained possession of the instrument, unless a definite plan had been set up allowing retention by the donor for a specific benefit to him or the donee which was more easily obtained through such retention. In the instant case the donor refused to give up the instrument and no such plan could be derived from the circumstances.

JOSEPH E. DEAN.

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INJUNCTIONS—LABOR DISPUTES—WISCONSIN LABOR CODE.—The plaintiff is a corporation engaged in the retail furniture business. The principal defendant is a labor union. The business agent of the union requested the plaintiff to execute certain contracts with it providing for the recognition of the union as the bargaining agent of the store's employees, for payment of the union wage scale, and for regulation of hours of labor. The plaintiff refused to deal with the union until it could ascertain the will of its own employees. The employees twice by secret ballot voted against the union's plan. The plaintiff-employer then refused to bargain with the union. The union declared a labor dispute in progress and picketed the plaintiff's store. The plaintiff sought to enjoin this action of the union. Its request for an injunction was denied although the trial judge did define and limit the kind of picketing in which the union members might engage. On appeal, *held*, judgment affirmed; the Wisconsin Labor Code permits picketing under the circumstances disclosed. *American Furniture Co. v. I. B. of T. C. and H. of A., etc.*, (Wis. 1936) 268 N.W. 250.

The Wisconsin Labor Code [WIS. STAT. (1935) §§ 103.51-103.63] adopts the provisions of the federal statute, the Norris-LaGuardia Act [29 U.S.C.A. §§ 191-115 (1936), 47 STAT. 70 *et seq.* (1932)]. Experiences of labor unions under the Sherman Act [26 Stat. 209 (1890)] and the Clayton Act [38 Stat. 730 (1914)] led to the enactment of the Norris-La Guardia Act. The Sherman Act was aimed at conspiracies in restraint of trade and commerce. A union boycott of a manufacturer's products, affecting the manufacturer and sub-dealers was held to be a conspiracy in restraint of trade and within the prohibition of the Sherman Act. *Lowe v. Laylor*, 208 U.S. 274, 28 Sup. Ct. 301, 52 L.ed. 488 (1908). Section 6 of the Clayton Act, adopted thereafter, provided that nothing in the anti-trust laws should be construed to forbid the existence of labor unions or to forbid individual members from carrying out the legitimate objects of trade unions. 15 U.S.C.A. § 17 (1926), 38 STAT. 731 (1914). The Act also provided that no injunctions should issue against peaceful picketing. 29 U.S.C.A. § 15 (1926), 38 STAT. 738 (1914). Nevertheless it was subsequently held by the Supreme Court that an injunction should issue against union boycotts when the pickets and boycotters were not employees of the particular employer involved. *Duplex Printing Press Co. v. Deering*, 254 U.S. 433, 41 Sup. Ct. 172, 65 L.ed. 349 (1921). The Norris-La Guardia Act was intended to circumscribe the powers of federal equity courts in interfering in labor disputes. The Act re-defines labor disputes as controversies concerning terms or conditions of employment, or the matter of representation in negotiation for terms of employment, whether or not the disputants stand toward each other in the relationship of employer-employee. 29 U.S.C.A. § 107 (1936), 47 STAT. 71 (1932). This statute has been twice considered by the Circuit Court of Appeals in the Seventh Circuit. In each case the

dispute was one between an employer and a union to which none of the employees of the disputant belonged. In each case the court decided that process should issue as requested by the employer, that there could be no labor dispute even under the recent statute, except where employees of the particular employer were parties to the dispute, although others than the employees might participate in the struggle. *United Electric Coal Companies v. Rice*, 80 F. (2d) 1 (C.C.A. 7th, 1935); *Lauf v. E. G. Shinner & Co.*, 82 F. (2d) 68 (C.C.A. 7th, 1936).

The Wisconsin statute is not literally identical with the federal act. Cf. WIS. STAT. (1935) § 103.62 (3). The policy behind the Wisconsin statute, as interpreted by the Wisconsin court, permits labor unions to affect contractual relationships among many persons not directly interested in union affairs. Perhaps the statute was meant to prescribe exactly that. There is, nevertheless, some difference of opinion as to what it was meant to cover. And there is some reason to suggest that a statute prescribing a policy as broad as that recognized in the instant case violates the due process clause of the Fourteenth Amendment. The Supreme Court as now constituted has stood by earlier decisions of the Court on minimum wage legislation which the Court felt did interfere with bargainings between employers and employees. *Morehead v. Tipaldo*, 56 Sup. Ct. 918, 80 L.ed. 921 (1936).

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PRINCIPAL AND AGENT—UNINCORPORATED ASSOCIATIONS—NON-PROFIT SEEKING GROUP.—An action was brought by the plaintiff, an art works concern, against a state political committee, its chairman and three other committee members for services rendered the committee under a contract. Plaintiff sought to hold the individual defendants personally responsible. The petition alleged that the committee had been organized to promote the election of a certain gubernatorial candidate; that to advertise and promote his candidacy, the contract with the plaintiff had been made by the committee through its duly appointed campaign manager; that the contract had been fully performed by the plaintiff, but that the defendants had failed to pay. Testimony at the trial showed that the manager had notified the creditor in making the contract that he would not be responsible, that he had told the plaintiff that the committee was "good for it." A demurrer to the plaintiff's evidence was sustained. On appeal, *held*, judgment affirmed. Only those members of an unincorporated political association who authorized or ratified the transaction are liable on a contract made in behalf of the committee. There was no proof that any member of the committee knew that the manager made the contract with the intention of binding the members individually, or that any member ratified or thereafter assented to his liability thereon. *American Art Works, Inc. v. Republican State Committee*, (Okla. 1936) 60 P. (2d) 786.

An action to enforce a liability incurred by a voluntary unincorporated association must be brought against its individual members. *Crawley v. American Society of Equity*, 153 Wis. 13, 139 N.W. 734 (1913). It is a generally accepted rule that members of a voluntary association engaged in business to make a profit are personally liable on a contract made in behalf of the association, provided that the contract is within the scope of the association's business and was entered into with actual or apparent authority. See *Azzolina v. Order of Sons of Italy*, (Conn. 1935) 179 Atl. 201; *Schumacher v. Summer Telephone Co.*, 161 Iowa 326, 142 N.W. 1034 (1913); *McCabe v. Goodfellow*, 133 N.Y. 89, 30 N.E. 728, 17 L.R.A. 204 (1892). But where the object of the association is not business or profit there is a division of authority as to what circumstances